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*Pro Se Fire Victim Claimant and Party to related proceedings before the California Public Utilities Commission and the California Office of Energy Infrastructure Safety*

**UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION**

In re:

PG&E CORPORATION,

-and-

PACIFIC GAS AND ELECTRIC  
COMPANY,

Debtors.

- ☐ Affects PG&E Corporation  
☐ Affects Pacific Gas and Electric Company  
☒ Affects both Debtors

*\* All papers shall be filed in the lead case,  
No. 19-30088 (DM)*

Bankr. Case No. 19-30088 (DM)  
Chapter 11  
(Lead Case)  
(Jointly Administrated)

**WILLIAM B. ABRAMS OBJECTION  
TO THE REORGANIZED DEBTORS'  
OMNIBUS MOTION TO ENFORCE  
THE DISCHARGE AND INJUNCTION  
PROVISIONS OF PLAN AND  
CONFIRMATION ORDER AGAINST  
CERTAIN PENDING ACTIONS**

**Relates To:** [Dkt. 13685]

**Objection Deadline:**  
May 10, 2023 (Pacific Time)

**Hearing Date:** May 24, 2023  
**Time:** 10:00am (Pacific Time)

1 William B. Abrams (“**Abrams**”) as a PG&E fire victim claimant and Northern California  
2 resident, submits this “William B. Abrams Objection to the Reorganized Debtors’ Omnibus Motion  
3 to Enforce the Discharge and Injunction Provisions of Plan and Confirmation Order Against Certain  
4 Pending Actions” (the “**Objection**”). This Objection is filed in direct response to the “Reorganized  
5 Debtors’ Omnibus Motion to Enforce the Discharge and Injunction Provisions of Plan and  
6 Confirmation Order Against Certain Pending Actions” (the “**Motion**”). While Abrams is not a  
7 named “State Court Plaintiff,” he has standing to file this Objection given that the Debtors’ have  
8 stated within the Motion that they plan to enforce this channeling injunction and prevent appeals and  
9 other legal actions for “all holders of claims” including Abrams and other similarly situated victims  
10 whom were never provided sufficient notice in accordance with Federal Rules of Bankruptcy  
11 Procedure 9019 and 2002. Given Abrams prior objections to the inequitable application of judicial  
12 review and the continued unjust manner in which the Debtor continues to wield the channeling  
injunction to undermine the interests of victims, Abrams respectfully submits the following:

### 13 **BACKGROUND**

14 1) On February 6, 2020 The Court filed the “Order Establishing Scheduling for  
15 Disclosure Statement Approval and Plan Confirmation” [Dkt. 5673]. Subsequently, on February 11,  
16 2020 the Court filed the “Amended Order Establishing Schedule for Disclosure Statement Approval  
17 and Plan Confirmation” [Dkt. 5732]. Within these Court orders it established March 6, 2020 as the  
18 “*Deadline for any other parties (e.g., parties other than the Core Parties) to file and serve any*  
19 *Disclosure Statement or Solicitation Objections, which shall be in short, concise bullet points*” and  
20 established March 10, 2020 as the “*Deadline to file substantially final forms of each of the Fire*  
21 *Victim Trust Agreement and the Fire Victim Claims Resolution Procedures.*” While many objection  
22 deadlines were established within these orders, nowhere within these orders or any other Court orders  
23 did it identify how a fire victim could retain access to judicial review or object to an unknown waiver  
24 of their rights to further legal actions like those represented with the Motion. Similarly, the Debtors  
25 and other core parties NEVER provided notice or identified a process or procedure for victims to  
26 timely object to the waiver of their legal rights and remedies. Therefore, it is clear that the parties  
27 identified within the “Reorganized Debtors’ Omnibus Motion to Enforce the Discharge and  
28 Injunction Provisions of Plan and Confirmation Order Against Certain Pending Actions” were never  
given the opportunity to preserve their legal rights or to object to the waiver of their rights to pursue

1 subsequent court actions separate and apart from those accommodated through the Fire Victim Trust  
2 (the “FVT”).

3 2) On May 15, 2020, there was a hearing held and the following question was posed by  
4 the Court to the Debtors and other core parties:

5 *“Is there anything in the plan or the disclosure statement that tells the thousands and*  
6 *thousands of people that were solicited, by the way, it doesn’t matter what you do, we’re*  
7 *going to stick this down your throat under 9019(b)?”*

8 In response to this very astute and pertinent question by the Court, Mr. MacConaghy on behalf of the  
9 Official Committee of Tort Claimants stated “*Well, 9019(b) isn’t referenced...*” It was clear from this  
10 statement and others that NO timely notice was provided to victim claimants by the Court or by the  
11 Debtors to inform them of their rights to object to the unknown waiver of judicial review or  
12 procedures to preserve their rights to appeal. This lack of due process includes a lack of notice to  
13 those individual fire victims listed within the Debtors’ Motion “Exhibit 2” as “State Court Plaintiffs.”  
14 Now, after these plaintiffs and others undoubtedly incurred considerable costs to pursue these  
15 “pending actions,” the Debtor would like to retroactively notice victims that their rights were stripped  
16 away through an unspecified hearing and/or through some non-existent notice. This is NOT  
17 informed consent or consent of any type. This is NOT due process and this is NOT just. The later  
18 inclusion of these waivers within provisions of the Channeling Injunction are a clear violation of  
19 victim rights, clearly not a product of common-sense due process and should not be upheld by the  
20 Court.

21 3) On June 19, 2020, the “Order Confirming Debtors’ and Shareholders Proponents’  
22 Joint Chapter 11 Plan of Reorganization” (the “**Plan**”) [Dkt.8053] indicated, within obscure footnote  
23 7 on page 26, “*the parties that timely submitted objections to the Fire Victim Trust Documents* are as  
24 follows...” **However, nowhere within this footnote nor anywhere else within the Plan or Trust**  
25 **Documents is there any indication of when, how or in accordance with what procedures victims**  
26 **were provided timely notice regarding their opportunity to retain their rights to judicial review**  
27 **and appeal.** This was not cited here or anywhere because no such prior notice was provided by the  
28 Debtors and no related informed consent or waiver was provided by victims. This after-the-fact  
footnote is the only vague indication of what the Debtors must now contort and rely upon to further  
undermine the rights of their victims.

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1 them to make an “informed decision” about waiving judicial review and (3) NO information about  
2 how they could retain their “rights to appeal.” Indeed, there was no notice provided within the  
3 context of this case that would provide a schedule, a process or a procedure for upholding and/or  
4 retaining their rights to appeal or to pursue the types of legal action the Debtors’ now seem intent on  
5 directing to the FVT through this Motion. Given these facts, it is not surprising that these plaintiffs  
6 and many others filed actions against the Debtors. They were simply never noticed regarding an  
7 opportunity to retain these legal rights prior to bankruptcy plan confirmation and the execution of the  
8 channeling injunction. Instead, the Debtors rely on a post-facto footnote within the Plan that reserved  
9 these legal rights and remedies for a “handful of victims” that “objected to Trust Documents” and in  
10 so doing stripped these same rights away from all other victims. Indeed, the Debtors now seem intent  
11 on taking away the rights of victims who were first devastated by the PG&E fires and are now  
12 subjected to injustices that no other parties would tolerate.

## 13 CONCLUSION

14 There was no notice provided to PG&E victims in any way, shape or form that informed them  
15 of the process or procedure to retain their rights to appeal or to maintain their rights to pursue the  
16 types of legal actions that the Debtor references and attempts to block through their Motion. Neither  
17 the Court, the Tort Claimant Committee nor Official Fire Claimant Professionals informed individual  
18 victims about any process or procedure to retain their rights. Through the Debtors’ Motion, it now  
19 seems clear that this lack of judicial notice was by design so the rights of unsuspecting victims could  
20 be trampled upon. Moreover, there was no schedule or hearing noticed by the Debtors that would  
21 reasonably inform victims of the time or place to be heard to retain these rights. Now, the Debtors  
22 are attempting to strip victims of their rights through a channeling injunction to apparently establish  
23 unjust precedent that might be considered a “notice of retroactive due process” by stating within the  
24 Motion that “*after the effective date of the Plan, the Reorganized Debtors sent correspondence and  
25 made multiple efforts to obtain the voluntary dismissal of the actions...*”

26 “Informed Consent” is a judicial standard for all lawful agreements and rightfully supported  
27 through the American Bar Associations Rules of Professional Conduct. The Court should not set  
28 aside this ethical standard for the sake of legal expediency. **However, if there is any timely notice  
anywhere and in any form that was provided to individual victim claimants informing them of  
the process or procedure to retain their rights to appeal or any Court order indicating when or**

1 **how to retain their rights to judicial review more broadly, the Debtors or any other party**  
2 **should produce it.** If this notice is produced, Abrams will gladly withdraw this Objection.  
3 Otherwise, the Court should deny this Motion with prejudice and all subsequent Motions by the  
4 Debtors that are intent on retroactively stripping away the rights of victims and further diluting the  
5 value of the Fire Victim Trust that wildfire survivors like Abrams and his family have relied upon to  
6 rebuild their homes and their lives.  
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12 Executed on May 10, 2023, at Santa Rosa, CA.  
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20 Respectfully submitted,

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23 William B. Abrams  
24 Pro Se Claimant  
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